

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Agreement") is made and entered into this 20<sup>th</sup> day of November 2017, by and The Estate of Vivian Connell ("Estate") and Paul Connell ("Mr. Connell"), and the Chapel Hill-Carrboro Board of Education ("Board").

In consideration of the mutual promises and releases contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Payment of Long-Term Health Benefits. The Board agrees to pay to the Estate the amount of twenty-six thousand seven hundred ninety-six dollars and 6 cents (\$26,796.06), the amount of long-term disability ("LTD") benefits Vivian Connell would have received from December 2015 through the date of her death had she been determined eligible to receive such benefits.
2. Payment of Death Benefit. The Board further agrees to pay the Estate \$45,000.00 in lieu of the death benefit her survivors or designees may have received from the North Carolina Teachers' and State Employees' Retirement System, had Ms. Connell been determined eligible for LTD.
3. Other Insurance Coverage. As additional consideration to Mr. Connell, the Board agrees not to seek reimbursement for the Connells' family health insurance policy and vision insurance that the Board paid from December 1, 2015 through the date of Ms. Connell's death. This amount totals twelve thousand seven hundred four dollars and twenty-eight cents (\$12,704.28). The Board further agrees to not seek reimbursement for three hundred forty-six dollars and fifty cents (\$346.50) in payments for Ms. Connell's group term life insurance coverage, and vision insurance coverage from December 1, 2015 through the date of Ms. Connell's death.
4. Release of Claims. The Estate and Mr. Connell hereby forever discharge and release the Board, its members, officers, employees, successors, and assigns from any and all claims, lawsuits, liabilities, demands, actions or causes of action of any kind or character whatsoever, whether at law or equity, known or unknown, which they have, may have or may ever have had, now or in the past.
5. Indemnification. The Estate and Mr. Connell agree to indemnify the Board against any claims made by any party against the Board arising from Ms. Connell's election to begin short-term disability or the representation to Ms. Connell, Mr. Connell, or any other person, by the Board or its agents concerning Ms. Connell's eligibility for long-term disability or other employment benefits.
5. No Admission of Fault or Liability. It is agreed and understood by the Connells and the Board that the execution of this Agreement shall not constitute an admission of fault or liability on the part of the Board, its members, officers, administrators, employees or agents, or an admission of any specific fact related to the issues stated in paragraph 4 and all parties agree not to represent this Agreement as an admission or indicator of fault or liability.

6. General Terms.

- a. This Agreement is binding upon the Connells, their successors, heirs, guardians and assigns, and the Board, its members, officers, administrators, and employees.
- b. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.
- c. This Agreement is entered into voluntarily by the parties and with full knowledge of any potential constitutional, statutory, or other rights each may have.
- d. This Agreement constitutes the entire agreement between the parties. It supersedes any prior understanding or agreement between them respecting the subject matter. There are no representations, arrangements, understandings, or agreements, oral or written, relating to the subject matter of this Agreement, except those fully expressed herein and in the stipulation of dismissal. No changes, amendments, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by both of the parties.
- e. The parties agree that a faxed or scanned version of this Agreement and signatures will have the same force as an original.

WHEREFORE, the parties have entered into this Agreement as of the day and year first above written.

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Updated November 6, 2017

This the 21 day of November 2017.

  
Ashley Klein  
Executrix for the  
Estate of Vivian Riner Connell  
Chapel Hill-Carrboro Board of Education

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

*see attached*

Sworn to or affirmed before me by

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print Notary Public Name)

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Paul Connell

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

Sworn to or affirmed before me by

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print Notary Public Name)

My Commission Expires: \_\_\_\_\_

Updated November 6, 2017

CHAPEL HILL-CARRBORO CITY  
BOARD OF EDUCATION

By:  (SEAL)  
James Barrett, Chairperson

Pursuant to N.C. Gen. Stat. §115C-441(a), this instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

  
Finance Officer

11/6/17  
Date

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AGREEMENT

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THIS AGREEMENT is made and entered into as of the last date of the signatures below ("Effective Date"), by and between Learning-Focused Solutions, Inc., of 132 Laurel Chase Dr. Blowing Rock, NC 28605 ("Learning-Focused"), and Chapel Hill-Carrboro City School Board, of 750 S. Merritt Mill Rd., Chapel Hill, NC 27516 ("CHCCS") (each, a "Party", and together, the "Parties").

WHEREAS, CHCCS and Learning-Focused previously entered into an agreement wherein Learning-Focused would provide training for an instructional framework to teachers employed by CHCCS and CHCCS would purchase instructional books from Learning-Focused for training the teachers,

WHEREAS, Learning-Focused alleges that CHCCS uploaded copyrighted content from Learning-Focused's instructional books onto a website for teachers to access and complete the training,

WHEREAS, Learning-Focused sent an invoice to CHCCS for the purchase of books for teachers who had access to the website and completed the course but did not purchase a book (the "Invoice"), which is attached hereto as Exhibit A;

WHEREAS, CHCCS has modified the content on its teacher website to eliminate any Learning-Focused proprietary material, and

WHEREAS, the Parties wish to resolve this matter amicably;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties, Learning-Focused and CHCCS hereby agree as follows:

1. Within five (5) days of the complete execution of this Agreement, CHCCS will remove all Learning-Focused copyrighted content from its website.
2. CHCCS agrees to meet with Learning-Focused and review the contents of CHCCS's teacher website to ensure that no copyrighted content from Learning-Focused is used.
3. Within ten (10) days after Learning-Focused has verified that the CHCCS teacher website is acceptable, CHCCS will pay Learning-Focused the sum of thirty eight

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BUDGET FINANCE OFFICE  
CHAPEL HILL-CARRBORO CITY SCHOOL BOARD

thousand nine hundred forty one and 88/100 (\$38,941.88) Dollars, in accordance with the terms of the Invoice.

4. Learning-Focused and CHCCS, on behalf of themselves and their officers, directors, shareholders, principals, agents, partners, predecessors, successors, assigns, related companies and subsidiaries, and any person or entity claiming on their behalf (the "Releasing Persons"), releases, forever discharges, and covenants not to pursue, seek damages from, commence litigation against, or seek other legal or equitable remedies from or against each other, and each other's officers, directors, shareholders, principals, agents, partners, predecessors, successors, assigns, attorneys and all related persons and entities (the "Released Persons"), for and from any and all claims, demands, and causes of action relating to Learning-Focused copyrighted material that is now, or has previously been, used by CHCCS, including all claims that the Releasing Persons may now have, presently known or unknown against the Released Persons. This release does not apply to any claims that accrue to either Releasing Person after the Effective Date of this Agreement.

5. Notwithstanding the foregoing, it is expressly understood that no Party is releasing any other Party from any obligation imposed by this Agreement.

6. No amendment, modification or waiver of any provision of this Agreement shall be effective or binding unless in writing and signed by the duly authorized representative of both parties.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their subsidiaries, related companies, affiliates, divisions, directors, officers, administrators, legal representatives, agents, and their respective successors and assigns.

8. This Agreement represents the full and complete understanding of the Parties regarding this matter, and it may not be modified, amended or varied by any party except in writing signed by all of the Parties. No party is entitled to rely upon the oral or

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written representations of any other party hereto (or its representatives) that are not set forth or confirmed in this Agreement. Each party covenants that it has freely entered into this Agreement based upon its own investigation and understanding of the facts and circumstances relating to the matters addressed herein, and based upon the advice of its counsel.

9. If any provision of this Agreement is deemed invalid or unenforceable, such invalidity or unenforceability shall not affect or limit the validity or enforceability of any other provision hereof. If a provision is deemed invalid or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent permitted by law.

10. The Parties agree to execute such other documents, and to provide reasonable cooperation as necessary to carry out the intent of this Agreement. The Parties will not take any action that would tend to interfere with the performance of this Agreement or defeat the intent of this Agreement.

WHEREFORE, the parties have caused this Agreement to be duly executed and represent that they have full authority to enter into this Agreement.

Learning Focused Solutions, Inc.

By: [Signature]

Its: President

Date: 10/18/17

Chapel Hill-Carrboro City School Board

By: [Signature]

Its: Superintendent

Date: 10/18/17